

# **Exhibit 24**

Filed Under Seal

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION  
3 HONORABLE MARK C. SCARSI  
4 UNITED STATES DISTRICT JUDGE PRESIDING

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6 Netlist, Inc., )  
7 PLAINTIFF, )  
8 VS. ) NO. CV 20-993 MCS  
9 Samsung Electronics Co., Ltd., )  
10 DEFENDANT, )  
\_\_\_\_\_ )

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13 REPORTER'S TRANSCRIPT OF PROCEEDINGS

14 LOS ANGELES, CALIFORNIA

15 MONDAY, SEPTEMBER 20, 2021  
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19 KATIE E. THIBODEAUX, CSR 9858  
20 U.S. Official Court Reporter  
Suite 4311  
350 West 1st Street  
21 Los Angeles, CA 90012  
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1 in 6.1 but not mentioned in 6.2 direct the Court to  
2 construe 6.2 as not limited to the NVDIMM project?

3 MR. RHOW: Again, in the context of joint  
4 development, joint development being Samsung, joint  
5 development being Netlist, there is two pieces that have  
6 to match together to make an NVDIMM-P module work.

7 So Samsung is providing its components and  
8 that is what Section 6 is entitled supply of components.  
9 Components for what? Components for the NVDIMM-P  
10 product. And Samsung is providing one aspect, one part  
11 of those components and Netlist is providing the other  
12 component part. And that is undisputed that those two  
13 needed to supply different aspects to make the joint  
14 development work.

15 So when I looked at that second "whereas"  
16 provision and I look at the headings, I can't -- like I  
17 said, your Honor, I believe it is unambiguous that  
18 Section 6.2 has to be limited to a joint development.  
19 And here is where, your Honor, I just briefly want to  
20 touch on the extrinsic evidence. I know you are in the  
21 four corners, but it is also consistent with the  
22 negotiations leading up to the JDLA because if 6.2 is  
23 construed as Netlist is saying, that would have been the  
24 most important part of this contract by far. It would  
25 have outweighed anything else in the contract.